

# Important changes to CUA's Credit Cards Conditions of Use and Credit Guide

CUA has updated its Credit Cards Conditions of Use and Credit Guide, effective 1 January 2019. To help you understand the changes that may affect you, we've provided a summary of the key items below.

A full copy of the updated Conditions of Use and Credit Guide will be available in branch or can be downloaded from our website at [cua.com.au/creditcard\\_COU](http://cua.com.au/creditcard_COU) from 3 December 2018.

## Calculating interest on your Account

The Australian Government passed new legislation which will change the way we calculate interest on purchases for credit cards with interest free days from 1 January 2019.

### What's changing?

Members who do not pay their full Closing Balance shown on their statement by the Due Date will generally be charged interest on their Purchases Balance from the day after the Due Date shown on the ir statement, rather than from the date the Purchase was debited to the Account.

### What does this change mean for you?

Depending on how you manage your Account it may not affect you or it may mean you pay less interest on your Purchases Balance. See which scenario is best suited to you to understand if anything changes.

#### I currently pay interest on my existing Purchases Balance

This change won't immediately impact you until you pay your Closing Balance in full by the Due Date shown on your statement or your opening balance for a new Statement Period is zero or in credit and you regain the interest free days benefit.

#### I pay my Closing Balance in full each month by the Due Date

This change won't directly impact you - you'll continue to pay no interest on your Purchases Balance, as long as you continue to pay the Closing Balance in full by the Due Date.

#### I usually pay my Closing Balance in full by the Due Date, but sometimes I only make a partial payment and pay interest on the Purchases Balance

If you usually pay your Closing Balance in full by the Due Date but after 1 January 2019 you don't, this change will affect you. The great news is this change may mean you'll pay less interest, because you'll be charged interest on your Purchases Balances from the day after your Due Date (instead of the from the date of your purchase) and until you next pay your Closing Balance in full by the Due Date or your opening balance for a new Statement Period is zero or in credit.

As such, on page 29-30 we've made updates to how interest is calculated where an interest free period applies. Section '4.2 Interest free period on Purchase Balance' has been changed to read:

You can avoid paying interest on the Purchases Balance by utilising the interest free period. Interest free periods start the day your Account opens and will continue until you fail to pay the Closing Balance in your statement in full by the Due Date noted in that statement. If you fail to pay the Closing Balance in full by the Due Date, interest will be calculated on the Purchases Balance from the day after that Due Date.

A new interest free period will begin when one of the following occurs:

- You pay the full Closing Balance by the Due Date in your statement.
- Your opening balance for a new Statement Period is zero or in credit. The interest free period will start on the first day of that Statement Period.

## Reducing your Credit Limit

On page 7 we've included other methods by which you can lodge a Credit Limit decrease request. As such, section '2.3 Credit Limits' will include the following:

You can make a request to reduce your Credit Limit by:

- Lodging it through Online Banking at [cua.com.au](http://cua.com.au); or
- Dropping into your local CUA branch; or
- Downloading the form from our website and mailing it to us; or
- Calling us.

You cannot reduce your Credit Limit below the product minimum. The product minimum is \$500 for Low Rate Credit Cards and \$5,000 for Platinum Credit Cards. The Credit Limit also cannot be reduced below the current Account balance. However, the Credit Limit can be reduced to the requested amount if you first repay the amount required to reduce the Account balance to at, or below, the new requested Credit Limit.

## Closing your Account

On page 25 we've included other methods by which you can lodge an Account closure request. As such, 'section 3.11 Cancellation of Cards and closure of Account' will include the following:

You can make a request to close your Account by:

- Lodging it through Online Banking at [cua.com.au](http://cua.com.au); or
- Dropping into your local CUA branch; or
- Downloading the form from our website and mailing; or
- Calling us.

## Failure to activate the Primary Card within 90 days

We have updated the conditions of use to make it clearer that failure to activate the Primary Card within 90 days of issue will result in the Card being cancelled and the Account closed.

We have added to section 2.2 Activating a Card on page 6: The Primary Card must be activated within 90 days of being issued by us. If it is not activated within 90 days, the Card will be cancelled and subsequently your Account will be closed.

We have also inserted in 3.11 Cancellation of Cards and closure of Account on page 24:

Failure to activate the Primary Card within 90 days of being issued, reissued or replaced will result in the Card being cancelled, as well as the Cards of each Additional Cardholder, and subsequently your Account being closed. CUA will provide notice of cancellation and closure as soon as practicable after the Credit Card Account is closed.

### What you can use the Account for

On page 9, section '2.6 What you can use your Account for', we've made it clearer that you or any Additional Cardholders must not use the Account for gambling.

### Multi Currency Transactions

On page 12 we've amended how international transactions will convert, as there are some currencies which will no longer be required to convert to USD before converting to AUD. As such, in section '2.9 Foreign currency transactions' under 'Multi Currency Transactions' we have amended that section to be as follows:

Multi Currency Transactions

- In the case of Multi Currency Transactions - Purchases, Cash Advances, refunds, reversals, and any other charges originating in other currencies are converted to AUD as at the date of processing by Mastercard, using a government mandated exchange rate/s or a wholesale exchange rate/s obtained by Mastercard from a range of international currency providers. In some cases, Purchases, Cash Advances, refunds, reversals, and other charges originating in a currency other than AUD may be first converted to United States dollars (USD) before being converted to AUD.
- In the case of refunds and reversals, Mastercard converts a refund or reversal using the exchange rates applicable as at the date of processing the refund or reversal by Mastercard. This means that the refund or reversal may be converted using an exchange rate/s different from what was used to convert the original Transaction.
- The converted AUD amount appears on your statement as the Transaction amount.

### Cash Advance

On page 50, we have amended the Cash Advance definition to make it clearer. As such, the Cash Advance definition will read as follows: means any debit to the Credit Card Account treated by us as a Cash Advance which includes:

- Cash withdrawn from an ATM or at a financial institution;
- Items we consider equivalent to cash such as, but not limited to, traveller's cheques and transactions which merchants tell us are for such items (including any related fees).

A relevant debit will be treated as a Cash Advance even when the Account is in credit.

### Blocked transactions on your Account

On page 11, we have made it clearer that we may temporarily or permanently block a transaction or the use of a Card and/or your Account if we have reason to suspect a breach of the Agreement.

### Using the "Pays"

To make it clearer how these conditions of use work when you are accessing your Credit Card through the "Pays" or other similar applications (e.g. Apple Pay, Samsung Pay, Google Pay) we have updated the definition of "Contactless Purchase" on page 51 and "use" on page 56 to:

"Contactless Purchase" means a method of authorising Purchases by waving or tapping a Card or a mobile payment app and/or digital wallet that accesses a Card (which are capable of making a Contactless Purchase) in front of a Contactless Reader and without having to insert or swipe the Card. "use" in relation to a Card means any physical use of the Card, use of the Card via a mobile payment app and/or digital wallet that accesses the Card (e.g. Apple Pay, Samsung Pay, Google Pay) and any notification of the Card number in relation to the Card or the Account (examples include but are not limited to: physical use of the Card or device that accesses the Card at a Contactless Reader or an ATM, providing the Card number to a merchant by telephone, internet or in a mail order or other authority)".

### Australian Financial Complaints Authority (AFCA)

AFCA is a single financial services external dispute resolution scheme, replacing Financial Ombudsman Service (FOS), the Credit and Investments Ombudsman and the Superannuation Complaints Tribunal. If an issue has not been resolved to your satisfaction by us, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers. As such, all references to FOS have been replaced with AFCA details:

Australian Financial Complaints Authority:  
Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678 (free call)  
Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

### Other changes

We have also made some minor typographical changes throughout.

### FURTHER INFORMATION

A copy of this Notice of Change, the current Credit Cards Conditions of Use and Credit Guide and Frequently Asked Questions are available for review from our website at [cua.com.au/everyday-banking/credit-cards](http://cua.com.au/everyday-banking/credit-cards) in the Quick Links section.



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# CUA Credit Cards

## Conditions of Use and Credit Guide

**Effective 8 August 2016**



**Note: This document does not contain all of the required precontractual information for your Agreement. You should also refer to the Offer and Credit Contract and the various other documents referred to in the Offer and Credit Card Contract.**

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## 1. Your Agreement with CUA

Before you, or any Additional Cardholder, use a Card please read these Conditions of Use along with the Offer and Credit Card Contract, which together make up your Agreement with CUA. We will rely on the Activation of the Primary Card linked to your Account or us processing a Balance Transfer at your request to your Account (whichever is the earlier), as your acceptance of this Agreement.

If you do not accept this Agreement within 90 days of the Disclosure Date specified in the Offer and Credit Card Contract, our offer to enter in to this Agreement is automatically withdrawn.

In order to have an Agreement with us, you are required to be a CUA member and hold a CUA everyday banking account (ask us for details of eligible accounts). You must also satisfactorily meet our identification requirements.

## 2 Using a Card

### 2.1 Cards on your Account

Any Card issued by us to you, or any Additional Cardholder, is for use on your Account and your Account is a single account for all Cards issued under this Agreement.

A Card may be used during the validity period (as specified on the Card) for some Purchases without reference to us. We may at any time issue a new Card to you or to any Additional Cardholder for use subject to this Agreement. You, and any Additional Cardholder (as applicable), must sign a Card immediately when it is received.

Each Card is the property of CUA and you are responsible (subject to 3.6, 3.7 and 3.8) for each Transaction made on your Account. This is the case whether the Transaction is made at your request, or at the request of any Additional Cardholder, or by the use of any Card. For this reason, you should ensure the Additional Cardholder receives a copy of, and reads and understands, the Agreement.

You are responsible for the security of any Card issued to you or any Additional Cardholder and any Card issued is for the use only by the person to whom it was issued. You are responsible for keeping any Card in a safe place and providing protection for the Card from theft and misuse.

## **2.2 Activating a Card**

Before you or an Additional Cardholder are able to use a Card it will first need to be activated.

You must activate your Card, the Primary Card, before an Additional Cardholder can activate their Card. Each Additional Cardholder can then separately activate the Card issued to them.

The easiest and quickest way to activate a Card is through Online Banking. The steps required to activate a Card are set out in Online Banking. A Card can also be activated by visiting your nearest CUA branch or calling us. Please refer to “How to contact us” on the back cover for our contact details.

If you accept this Agreement by us processing a Balance Transfer at your request to your Account, we may activate the Primary Card at any time following the Balance Transfer.

If an Additional Card is not activated within 120 days of being issued by us it may be cancelled.

## **2.3 Credit Limits**

A Credit Limit will be assigned to your Account and will be the amount determined by us. Your Credit Limit is set out in the Schedule (as varied from time to time). You will not have a separate Credit Limit applied to each Additional Cardholder or to each Card and all Cards can be used up to your approved Credit Limit.

In some instances, your Credit Limit may be exceeded where Transactions don't require our authorisation, if our system is offline or where the excess is within an acceptable threshold determined by us.

We may only increase the Credit Limit on your

Account at your request. You can ask us to increase it by calling us or dropping into your local CUA branch. Any request to increase your Credit Limit will be subject to our assessment and lending criteria. We are under no obligation to agree to any request for a Credit Limit increase.

You can reduce your Credit Limit by calling us or dropping into your local CUA branch.

We may reduce your Credit Limit without your consent if it is reasonably necessary to protect our Legitimate Interests. Examples of when we may do this include, but are not limited to, where you are in default under the Agreement, where we reasonably believe that the existing Credit Limit is more than you can service without financial difficulty and where the Account is inactive. These examples are for guidance only and do not limit our ability to reduce the Credit Limit. Unless you are in default, we will give you notice as soon as practicable after we reduce your Credit Limit. If you are unhappy with the reduced Credit Limit, you can terminate your Agreement by paying us the balance of the Account, together with all applicable interest and Fees and Charges (see 3.11).

## **2.4 Other limits**

The following other limits may also apply and will be at our discretion:

- A total Cash Advance amount limit – being 30% of your Credit Limit at any one time unless we notify you otherwise. Please note the amount you can obtain as a Cash Advance from any ATM may additionally be restricted by the financial institution providing the ATM facility.
- A daily Cash Advance amount limit – being 30% of your Credit Limit or \$2000 (whichever is the lesser) unless we notify you otherwise.
- A maximum Transaction limit for individual Purchases – being the same as your Credit Limit unless we notify you otherwise.
- A maximum Transaction limit for Contactless

Purchases – as set by the Scheme unless we notify you otherwise.

- Balance Transfer limit – being 80% of your Credit Limit unless we notify you otherwise.

We may allow these limits to be exceeded at our discretion.

We reserve the right to apply additional limits or change limits relating to your Account and Transactions from time to time where it is reasonably necessary to protect our Legitimate Interests. We will notify you if we apply any additional limit or change a limit.

## 2.5 Additional Cardholders

You can ask us to add up to 9 Additional Cardholders to your Account who are over the age of 16 years. Whether we agree to your request is at our discretion. Any Additional Cardholder must satisfy our identification requirements and become a CUA member before being added to your Account. Any Additional Cardholder must also comply with these Conditions of Use

Additional Cardholders will receive a Card and PIN and will be able to operate your Account in every way that you are able to (except they cannot ask us to increase the Credit Limit, authorise an Additional Cardholder or request a statement).

Where you have requested a Card to be issued to an Additional Cardholder you authorise us to give the Additional Cardholder information about the Account and they will have full visibility of all Transactions (including those carried out by you or another Additional Cardholder) and other Account related information upon request or through their own Online Banking or Mobile Banking.

If a Card is issued to an Additional Cardholder you are responsible for its use by the Additional Cardholder. You are responsible for any breach by the Additional Cardholder of the Agreement and are solely liable to repay any outstanding balances as a result of Transactions carried out by the Additional Cardholder.

You are able to remove an Additional Cardholder from your Account by:

- giving notice to us, in a manner acceptable to us, that you wish this to be done, and
- taking all reasonable steps to destroy the Card of the Additional Cardholder by cutting it (including any Chip on the Card) diagonally in half and disposing of it securely.

If you request any Additional Cardholders to be removed from your Account, you must notify them immediately. An Additional Cardholder may also request that their Card be cancelled. You will continue to be responsible for Transactions generated by use of the Card by the Additional Cardholder until after the request, and Transactions generated by use of the Card by the Additional Cardholder which are processed to your Account after we receive the request.

## 2.6 What you can use your Account for

You and Additional Cardholders, subject to any applicable Credit Limit or other limit we impose, can use the Account to:

- make Purchases;
- obtain Cash Advances; and
- effect Balance Transfers.

You and Additional Cardholders can only use the Account for personal, domestic or household purposes (not business or investment purposes).

You and Additional Cardholders must not use the Account for any unlawful purpose, including the purchase of goods or services prohibited by any applicable law.

You, or any Additional Cardholder, may be required to produce suitable identification and/or enter a PIN when using a Card.

A Card may be honoured by financial institutions and merchants displaying a sign or credit card promotional material that identifies the Scheme. This does not mean that all goods and services available at those premises may be purchased by use of a Card. We are not liable for the refusal of

any merchant or financial institution to accept or honour a Card or Account.

## 2.7 Signing Cards and validity period

Your Card may not be accepted unless it carries your signature and is used during the validity period shown on the Card. Similarly, any Additional Cardholder's Card may not be accepted unless it carries their signature and is used during the validity period shown on the Card.

## 2.8 Transacting on your Account

When you, or an Additional Cardholder, use a Card or provide Card details to carry out a Transaction, you authorise us to act on those instructions. In this instance we will debit your Account with the amount of any Purchases, Cash Advances or Balance Transfers, as well as interest, Fees and Charges and other amounts set out in your Agreement. Any amounts debited to your Account will then become amounts that you owe us and you are required to make payments on amounts owed as set out in this Agreement.

A Transaction is debited to the Account on the date it is processed by us (which may differ from the date the Transaction took place).

Use of a Card is an unchangeable order by you, or an Additional Cardholder, to us to process the Transaction. You, or any Additional Cardholder, may not request us to alter or stop payment on a Transaction but you, or any Additional Cardholder, may cancel regular payments authorised to be made to your Account by direction to the merchant.

You, or the Additional Cardholder (as applicable), should ensure that a Transaction amount is correct:

- before signing vouchers or Transaction records given by merchants or a financial institution when a Card is used
- when making a Contactless Purchase; and
- before entering a PIN.

We rely on the signature on a voucher or Transaction record, use of a Card at a Contactless Reader or the entry of a PIN (or a One Time Password where required) as authority to debit the amount shown to the Account.

Before any Transaction is made, the merchant or other person involved in the Transaction may obtain an authorisation for the Transaction. This authorisation is for the purpose of establishing that there are sufficient funds available in your Account for the Transaction. This authorisation may be completed for a Transaction that occurs at a later time (for example, car hire or accommodation).

Once the authorisation is obtained, it will reduce the amount of available funds in the Account. If the Transaction is not completed, the amount of available funds in the Account may continue to be reduced for up to 5 business days after the authorisation is obtained.

We are not responsible for goods or services provided to you or an Additional Cardholder and you and the Additional Cardholder should resolve any complaint directly with the merchant. In some circumstances we may be able to lodge a claim to request a refund or reversal under the Scheme's rules for disputed Transactions. Details about Chargeback rights and procedures for disputing Transactions are set out at 3.6 to 3.9.

We may temporarily or permanently block a Transaction or the use of a Card and/or your Account if:

- we have reason to suspect unauthorised or unlawful activity on your Account;
- it is necessary to comply with any applicable law; or
- it is otherwise reasonably necessary to protect our Legitimate Interests.

Should this occur we will endeavour to inform you of the block.



## 2.9 Foreign currency transactions

### General

You will be charged in Australian dollars (AUD) for Transactions made or processed in a foreign currency. Transactions you make or are processed in foreign currencies will be converted to AUD as set out below.

We will charge you a Foreign Exchange Fee in AUD for Transactions made or processed in a foreign currency or where the merchant, or the merchant's financial institution, is located overseas.

### Multi Currency Transactions

- In the case of Multi Currency Transactions
  - Purchases, Cash Advances, refunds, reversals, and any other charges originating in United States dollars (USD) are converted to AUD as at the date of processing by MasterCard®, using a government mandated exchange rate or a wholesale exchange rate obtained by MasterCard from a range of international currency providers. Purchases, Cash Advances, refunds, reversals, and any other charges originating in a currency other than AUD or USD are converted to USD by MasterCard and then to AUD using the exchange rates described above.
- In the case of refunds and reversals, MasterCard converts a refund or reversal using the exchange rates applicable as at the date of processing the refund or reversal by MasterCard. This means that the refund or reversal may be converted using an exchange rate different from the one used to convert the original Transaction.
- The converted AUD amount appears on your statement as the Transaction amount.

### Single Currency Transactions

- In the case of Single Currency Transactions:
  - by your agreement with the merchant, Transactions are converted to AUD by the merchant at the point of sale using exchange rates provided by a third party; or

- Transactions are made in AUD but the merchant or the merchant's financial institution is located overseas.
- In the case of refunds or reversals, the merchant converts a refund or reversal using the exchange rates applicable (if relevant) as at the date of processing the refund. This means that the refund may be converted using an exchange rate different from the one used to convert the original Transaction.
- The converted AUD amount appears on your statement as the Transaction amount.

### Foreign Exchange Fee

- We will charge to the Account, and show on your statement, a Foreign Exchange Fee for both Single Currency Transactions and Multi Currency Transactions.
- In the case of Single Currency Transactions, it may not always be clear that the merchant, or their financial institution, is located overseas so you should always check with the merchant.
- The Foreign Exchange Fee is as specified in the Schedule and may be varied by us from time to time (see 6.3).

## 2.10 Balance Transfers

A Balance Transfer is where we provide credit to pay off an outstanding amount on another account held by you or a third party (such as an eligible credit, charge or store card account), and you or an Additional Cardholder have requested us to treat the transaction as a Balance Transfer. We may choose to decline a request for a Balance Transfer at our discretion.

A minimum Balance Transfer amount of \$250 applies. We reserve the right to waive this minimum amount at our discretion. We may change the minimum Balance Transfer amount from time to time and will notify you if it is changed.

In some cases, a Promotional Interest Rate may apply to a Balance Transfer for the period of time

specified in the Promotional Offer.

Before requesting a Balance Transfer, it's important to know that we will start charging the interest on that Balance Transfer from the date on which we process it. The same applies in the case of Balance Transfers with a Promotional Interest Rate, although in some cases the Promotional Interest Rate might be 0% p.a. or some other discounted rate for the Promotional Interest Rate Period specified in the Promotional Offer.

Often a misunderstanding about Balance Transfers with a Promotional Interest Rate is that the Promotional Interest Rate will apply to your total balance during the period of time specified in the Promotional Offer. Whilst the Promotional Interest Rate will be charged on the Balance Transfer the subject of the Promotional Offer, interest will continue to be charged in the normal way on any other debits to your Account.

Except where a Promotional Interest Rate applies to the Balance Transfer, the interest charged on a Balance Transfer will be the Cash Advance Rate. Where a Promotional Interest Rate applies to a Balance Transfer, any Balance Transfer Balance not paid in full at the end of the period of time specified in the Promotional Offer will incur interest at the Cash Advance Rate.

## 3. Managing your Account

### 3.1 Statements and notices

We will send you a statement for your Account every month, except where there have been no transactions on your Account since the last statement and there is no outstanding balance or where the law otherwise doesn't require us to provide a statement to you.

Your statement will include the following important information:

- The amount you owe, which is referred to as the Closing Balance

- Your Minimum Monthly Payment due, if applicable, and the date it's due by (see clause 3.3). Please read your statement carefully as the amount you are required to pay may be more than the Minimum Monthly Payment if you have an Overdue Amount or Overlimit Amount.
- Any Overdue Amount and the date it's due by (see clause 3.3)
- Any Overlimit Amount (see clause 3.3)
- Payments and other credits made to your Account (including refunds and reversals)
- Interest and Fees and Charges during the Statement Period
- The list of Transactions on your Account during the Statement Period

Amounts on your statement will be expressed as Australian dollars.

We recommend you check your statement as soon as you receive it and immediately notify us of any unauthorised transactions or errors.

We may send you notices in relation to your Account and statements by:

- delivering them to you personally (in which case the date of delivery is the date on which you received it)
- posting to the address recorded in our records for you or to a mailing address you nominate (in which case you are deemed to have received it on the day it would have been delivered in the ordinary course of post);
- emailing to the last known email address we have for you in our records or by other electronic means (in which case you are deemed to have received it on the day we sent it);
- advertising in the media, where allowed by law (in which case you are deemed to have received it on the day of the advertisement).

We will only use email if the law permits including when you have nominated and consented to an

email address for this purpose. We may also send you notices and statements by some other way that you have agreed to. If you have opted to receive electronic statements from CUA, the statement for your Account will be made available to you in Online Banking and you will receive a notification from us advising when it's available.

Where permitted by law, we may provide notices and statements to any person nominated by you to receive such notices or statements.

### **3.2 Making payments to your Account**

Payments to your Account must be made in Australian dollars and can be made by:

- transferring funds from another CUA account using Online Banking, Telephone Banking or Mobile Banking
- using BPAY®, either from another CUA account or from another bank account
- depositing funds at any CUA branch within Australia; or
- in any other way CUA agrees with you.

The date you make your payment might differ from the date we process it (for example if you use another bank to send us the payment or the payment is received by us after 4 pm Brisbane time), and payments will not be treated as made until the date on which those payments are applied to the Account by us. Transfers from CUA accounts may only be applied to your Account on the following Business Day. Transfers from both CUA and non-CUA accounts need to be cleared before we increase the available balance of your Account. Refunds credited to your Account are treated as payments.

### **3.3 Minimum Payments**

Your statement will show the minimum payments that you must make to your Account and when these payments are due.

Any Overdue Amounts will be shown on your statement as 'Overdue' and are payable immediately. Your Minimum Monthly Payment

will be due 25 days from your Statement Date. Any Overlimit Amounts will be shown on your statement as 'Overlimit'.

You will only be required to make a payment when your Account has a debit closing balance. If the closing balance on your statement is less than \$35 the Minimum Monthly Payment will be the Closing Balance.

Subject to these general rules, the amount of the payments you must make will depend on whether you have an Overlimit Amount, an Overdue Amount, neither or both.

You may make payments that exceed the payment amounts in your statement.

#### **If your Account is in order (no Overdue Amount and no Overlimit Amount)**

If your Account is in order, you must make the Minimum Monthly Payment shown on your statement which will be calculated as the greater of:

- \$35, or
- 3.0% of the Closing Balance.

#### **If your account is not in order (Overdue Amount, Overlimit Amount or both)**

Subject to the exceptions below, if you have an Overdue Amount, an Overlimit Amount, or both then, in addition to paying us any Overdue Amount, you must also pay the Minimum Monthly Payment as shown on your statement which will be calculated as:

- \$35, or
- if it is greater, 3.0% of (the Closing Balance minus the Overdue Amount)

We will not make you pay more than your Closing Balance, so if the sum of any Overdue Amount and Minimum Monthly Payment (as calculated above) exceeds or is equal to your Closing Balance, then the Minimum Monthly Payment will be reduced to the Closing Balance less the Overdue Amount.

If you have an Overlimit Amount (but no Overdue Amount) and the Minimum Monthly Payment would be insufficient to reduce your Closing Balance to your Credit Limit, then you must pay the amount (which includes your Minimum Monthly Payment) required to reduce your Closing Balance to your Credit Limit. This amount is shown in your statement as the "Total Amount Due" and is payable within 25 days of your Statement Date.

If you have an Overlimit Amount and an Overdue Amount and the Minimum Monthly Payment (as calculated above) would be insufficient to reduce your Closing Balance to your Credit Limit, then your Minimum Monthly Payment will be the amount required (together with payment of your Overdue Amount) to reduce your Closing Balance to your Credit Limit.

### **3.4 Regular payments from your Account**

You and/or an Additional Cardholder are able to set up regular payment arrangements with merchants. If regular payments are set up, you are encouraged to maintain a record of the regular payment arrangements entered into with merchants.

If you'd like to cancel or make alternate regular payment arrangements on your Account, you will need to notify the merchant in writing at least 30 days before the next Transaction is due to be processed. You are not able to cancel an authority to a merchant for these types of transactions merely by notifying us. We are unable to redirect Transactions subject to an authority to a new account, even where your existing Account has been closed.

If a Card number changes as a result of a lost, stolen, or cancelled Card you or an Additional Cardholder (as applicable) must ask the merchant to change the details of the existing regular payment arrangement to ensure they continue. If the new details are not notified the regular payment arrangement may not be honoured or the merchant may stop providing the goods and/or services.

### **3.5 How we use your payment**

Unless we agree otherwise with you, we will apply any payment you make to pay off:

- Firstly, the amounts that appeared on your most recent statement issued prior to the payment; and
- Secondly, any amounts debited to your Account on or before the date of that payment that have not appeared on a statement.

In each case, we first apply payments to transactions to which the highest interest rate applies. We then apply payments to transactions to which the next highest interest rate applies, and so on until all relevant amounts have been paid. If the same interest rate applies to some or all of the transactions, we will apply payment towards the amounts owing in the order we choose.

### **3.6 Disputing Transactions**

You should regularly check your statement when you receive it to make sure there are no errors or unauthorised Transactions. If you do come across errors or unauthorised Transactions you are required to contact us straight away.

A disputed Transaction may include:

- An unauthorised Transaction, which is a Transaction you believe was not authorised by use of a Card. This includes any unauthorised mail, telephone or Internet orders or any other unauthorised Transaction on your Account.
- A general dispute, which is a Transaction which you wish to dispute. This may include a Transaction which has been processed to your Account more than once, or a Transaction which was authorised by the use of a Card which you wish to dispute.

Despite notifying us of a disputed Transaction you may in some circumstances remain liable for any Cash Advances or Purchases made by yourself, or any Additional cardholder.

### 3.7 Seeking a refund or reversal of unauthorised Transactions

You will be eligible for a refund or a reversal on an unauthorised Transaction if:

- It's clear that you, or any Additional Cardholder, didn't contribute to the loss
- Someone uses a Card after you or any Additional Cardholder has told us it was lost, stolen, or misused or that someone else may know the PIN
- A CUA employee, or anyone involved in processing the Transaction is fraudulent or negligent
- The Transaction involved faulty equipment, a forged or faulty Card, or an expired or cancelled Card or PIN. Where a User should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
  - correcting any errors
  - refunding any fees or charges imposed on the User
- Someone uses your, or any Additional Cardholder's, Card and/or PIN before you, or the Additional Cardholder (as applicable), receive it from us
- The Transaction did not require a PIN or signature (unless you or any Additional cardholder didn't promptly tell us if the Card was lost or stolen)
- The same Transaction is improperly debited to your Account more than once.
- The ePayments Code otherwise entitles you to a refund or reversal

You may not be eligible for a refund or a reversal if you or any Additional cardholder:

- Commits fraud
- Discloses a PIN
- Keeps a record of a PIN that is not disguised

- Creates a PIN that is easy to guess (e.g. date of birth)
- Creates a PIN that does not comply with the security obligations under the ePayments Code
- Does not comply with the PIN security requirements in section 7.1 below.
- Do not tell us promptly that a Card was lost or stolen or that someone else may know a PIN
- Forget to collect the Card after using an ATM
- Unreasonably delay reporting the loss or theft of a Card
- Act with extreme carelessness in failing to protect the security of the PIN where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

Where we can prove on the balance of probability that you or an Additional Cardholder contributed to a loss in one or more of the ways listed above:

- your liability will only extend to losses that occur between the time when you or an Additional Cardholder became aware (or should reasonably have become aware) of any security compromise, misuse, loss or theft of a Card or PIN and when we were actually notified;
- you will not be liable for any portion of the losses:
  - incurred on any one day that exceeds the applicable daily Transaction limits applicable to your Account;
  - incurred in any period that exceeds any applicable periodic Transaction limit that applies to your Account;
  - that exceeds the balance on your Account, including any pre-arranged credit; or
  - incurred on any facility that we had

agreed could be accessed using a Card or PIN; and

- occurring after we have been notified that a Card has been misused, lost or stolen or that the security of a PIN has been breached.

If we expressly authorise particular conduct, either generally or subject to conditions, a User who engages in the conduct, complying with any conditions, does not breach the PIN security requirements in section 7.1 below.

If we expressly or implicitly promote, endorse or authorise the use of a service for accessing a facility (for example, by hosting an access service on our electronic address), a User who discloses, records or stores a PIN that is required or recommended for the purpose of using the service does not breach the PIN security requirements in section 7.1.

You may be eligible for a partial refund if your situation doesn't fall into one of the previous categories. In those circumstances, the maximum that can be charged to your Account is \$150 (where the ePayments Code applies and permits), and we refund the remainder.

### **3.8 Chargebacks on disputed Transactions**

As an affiliate member of the Scheme, we are able to request and obtain a refund or reversal of an authorised Transaction in certain situations, for example if the goods were not delivered. This is known as a "Chargeback". To take advantage of this refund or reversal process, you will need to contact us within 30 days of the date your statement on which the Transaction appears is issued. Otherwise, we may not be able to claim a refund or reversal for you.

We will not accept a refusal to Chargeback by the merchant's financial institution unless it is consistent with the Scheme rules.

We may in good faith Chargeback some or all of the amount disputed. However, if we do Chargeback the Transaction, and the Scheme subsequently declines to Chargeback the

Transaction, we reserve the right to deduct the refunded or reversed amount from your Account.

We will always provide a refund or reversal where required to do so under the ePayments Code.

### **3.9 How to lodge a request for a refund or reversal and what happens then**

You, or any Additional Cardholder, can request a refund or reversal of a disputed Transaction by contacting us. You must give us all the information you, or any Additional Cardholder, has about any disputed Transaction. We can require you to confirm those details in writing. Note that the date we assign to a Transaction may be the date we process it, rather than the date it occurred.

We'll look into your request and if necessary refer it to the dispute resolution scheme operated by MasterCard®. We will advise you of the resolution once we have received notice from MasterCard.

### **3.10 Lost or stolen cards, PIN disclosure or PIN forgotten**

If a Card has been lost or stolen, or you or an Additional Cardholder believe it has been misused or the PIN has become known to someone else, you must immediately contact us. Please refer to 'How to contact us' on the back cover for our contact details

You can contact us by telephone 24 hours a day, 7 days a week. If our telephone is not operating when you attempt notification you must notify us as soon as possible during business hours. We will be liable for any losses arising because our telephone is not operating at the time of attempted notification, provided you make the report to us as soon as possible during business hours.

If the loss, theft, misuse of Card or disclosure of PIN occurs when you are outside of Australia you can notify an organisation displaying the MasterCard sign and also then confirm the loss, theft, misuse of the Card or disclosure of the PIN with us by telephone as soon as possible; or by telephoning the MasterCard Hotline number.

## MasterCard HOTLINE

OutsideAustralia

Call the following telephone number collect to the United States: **1-636-722-7111** or visit **www.mastercard.com** to find Emergency Numbers for each country

Despite notifying us, you will remain liable for any Transaction made by you, an Additional Cardholder or any person authorised by you or an Additional Cardholder.

If a report is made that a Card has been lost or stolen, or the Card details have been used by someone else without your authority, the Card will be cancelled as soon as the report is received by us. This means that you or an Additional Cardholder must not use the Card once the report is made. For example, if the Card has been lost or stolen and it is found after making the report, you or an Additional Cardholder must not use the Card. You must destroy the Card by cutting it (including any Chip on the card) diagonally in half and disposing of it securely.

If a report is made that a PIN has been disclosed or not received, we will cancel the PIN and send a new PIN as soon as the report is received by us. If a PIN is forgotten a new PIN can be obtained through CUA Online Banking. Alternatively, we can send a new PIN upon request.

We may issue a replacement Card(s) and/or a replacement PIN(s).

### 3.11 Cancellation of Cards and closure of Account

You may cancel your Card at any time by contacting us in branch, by telephone or in some other manner acceptable to us. Please refer to 'How to contact us' on the back cover for our contact details. If you choose to cancel your Card you will not be able to use your Card and you will have to continue to make the required payments until your Account is paid in full. Fees and Charges will also continue to be charged until your Account is paid in full and the Account closed. You will need to cancel and make new arrangements (if necessary) for any regular payments you've scheduled from your Card that

may be impacted. You are also able to cancel an Additional Cardholder's Card at any time (refer to 2.5).

You are able to close your Account at any time provided there is no outstanding balance on the Account and all monies owed to us have been paid in full. If your Account is closed, all Cards issued in relation to your Account (including the Card of any Additional Cardholder) will also be cancelled.

We will process your request to cancel your Card or close your Account as soon as we can but you will continue to be responsible for:

- Transactions made before your request is processed, and
- Transactions that don't require our authorisation

You are required to ensure that your Card, as well as the Cards of each Additional Cardholder, are destroyed by cutting them (including any Chip on the Card) diagonally in half and disposing of it securely when your Account is closed. You are also required to destroy a Card and dispose of it securely if you have requested the Card be cancelled, or if the Card expires.

We reserve the right to cancel a Card or close your Account. We will generally give you 14 days notice before cancelling a Card or closing your Account, unless there are exceptional circumstances. Exceptional circumstances may include, but are not limited to, where we reasonably suspect fraud or criminal activity involving the Account. Where there are exceptional circumstances, we reserve the right to cancel a Card or close your Account without prior notice (although we will provide notice as soon as possible after doing so).

If we close your Account, all Cards issued in relation to the Account will also be cancelled.

This Agreement will continue after your Card, or the Card of any Additional Cardholder, is cancelled or your Account is closed until:

- the whole of the unpaid balance of your Account is paid, and
- any amounts subsequently debited to your Account are paid (whether the amounts are accrued or charged before or after the cancellation or closure).

If your Account has a positive (credit) balance when the Account is closed, unless those funds have been remitted as unclaimed money in accordance with the law, we will do one of the following:

- send you a bank cheque for the closing credit balance of the Account;
- transfer the closing credit balance of the Account into any other account you have with us (which may be a joint account you hold with one or more other people); or
- transfer the closing credit balance of the Account into another account, either with us or another financial institution, nominated by you.

Which of the above options we choose when returning a positive (credit) balance to you is entirely at our discretion.

### 3.12 Default

You will be considered in default if:

- you do not pay your required payments when due under this Agreement;
- we reasonably believe that there has been fraud or misrepresentation in relation to the approval or operation of the Account;
- you become bankrupt or insolvent, or go into liquidation or receivership or have an administrator appointed;
- you assign your estate to a creditor; or
- you or an Additional Cardholder have breached the Agreement in any other way.

If you are in default we may send you a notice requiring you to remedy the default within a certain time (at least 30 days). We may not send a notice if notification is not required by law.

The outstanding balance on your Account will, at the option of CUA, become due and payable to us:

- if you are unable to remedy the default within the time frame specified in the notice, at the end of that period.
- if we are not required to give you notice, immediately.

We may cancel all Cards if you are in default (see 3.11).

We may take legal action to recover amounts owing if you default. If we obtain a judgement against you in relation to the Account:

- you must pay interest on the judgement amount at the higher of the rate set out in the order or the highest rate under this Agreement, and
- we calculate interest daily and debit your Account with interest monthly and on the day the Account is repaid in full, with the interest calculated up to the end of the day prior to debiting.

### 3.13 Other ways to manage your Account

You can also request we block ATM Cash Advances or temporarily block a misplaced Card by contacting us.

### 3.14 Inform us of changes

You are required to let us know immediately of any changes to your name, address, contact details, and electronic details, or those of any Additional Cardholder.

## 4. Interest

We charge interest on the following amounts:

- Credit provided in respect of Purchases
- Credit provided in respect of Cash Advances.
- Credit provided in respect of Balance Transfers



- Fees and Charges debited to your Account
- Interest charges debited to your Account.

#### 4.1 How interest is calculated

Different rates of interest may apply to different parts of your Account balance. For example Purchases, Cash Advances and Balance Transfers may attract interest at different rates. In addition, Transactions falling within a Promotional Offer may be subject to discounted Promotional Interest Rates during the relevant Promotional Interest Rate Period (see also clause 4.4). If a Purchase, Cash Advance or Balance Transfer is included in a Promotional Balance it is not also included in the applicable Purchase Balance, Cash Advance Balance or Balance Transfer Balance during the Promotional Interest Rate Period for the purposes of calculating interest.

We will maintain separate balances on your Account to assist us to calculate interest at the applicable rates of interest. The relevant balance types and the description of the annual rate of interest that is applicable to those balances are as set out in the table below.

Balance	Applicable annual rate of interest
Purchase Balance	Purchase Rate
Balance Transfer Balance	Cash Advance Rate
Cash Advance Balance	Cash Advance Rate
Each Promotional Offer Balance	Applicable Promotional Interest Rate
Fees and Charges (other than Cash Advance Fee)	Purchase Rate
Cash Advance Fee	Cash Advance Rate

Interest is calculated on each amount we debit to your Account;

- on a daily basis (at the applicable daily rate of interest, being the applicable annual rate of interest as shown in the table above

divided by 365); and

- from the date we debit the Transaction, interest charge or Fee and Charge to your Account until the day you repay it,

except where an interest free period applies for Purchases (see 4.2). Interest will generally be debited to your Account on the last day of the Statement Period and is always calculated on the basis of a 365 day year.

Interest may also be charged on unpaid interest. The applicable annual rate of interest charged for unpaid interest is the relevant annual rate of interest under which the unpaid interest was itself calculated. For example, if there is unpaid interest on the Purchase Balance this will accrue interest at the Purchase Rate from time to time and will be debited to the Purchase Balance.

The Purchase Rate, Cash Advance Rate and, if applicable, any Promotional Interest Rate applying to you at the Disclosure Date stated in the Schedule, are specified in the Schedule (but may be varied by us from time to time). You can also find out the current rates on our website or at any CUA branch. We will notify you if the Purchase Rate or Cash Advance Rate change (see 6.3). The Promotional Interest Rate is specified in the relevant Promotional Offer and is also subject to change (see 4.4).

#### 4.2 Interest free period on Purchase Balance

You can avoid paying interest on the Purchase Balance by always paying the Closing Balance shown on your statement in full by the Due Date.

We won't charge you any interest on Purchases or Fees and Charges (other than any Cash Advance Fee) shown on your statement if you pay the Closing Balance shown on your statement in full by the Due Date.

If you don't pay the Closing Balance shown on your statement in full by the Due Date, the Purchase Balance will attract interest. This interest will be charged on any amounts in the Purchase Balance that were debited to your Account after the end of the Statement Period

where you last paid the Closing Balance in full by the Due Date, from the time that they were debited.

### **4.3 Interest on Cash Advances**

A Cash Advance (for example, if you take out cash from an ATM, or a cash equivalent transaction) will always attract interest from the date it is debited to the Account, regardless of whether you have an interest free period under 4.2

Interest will continue to be charged on the outstanding Cash Advances Balance until you pay off the Cash Advance Balance (including any previously charged interest and Cash Advance Fees) in full.

You may avoid being charged interest on a Cash Advance if your Account is in credit (by at least the amount of the Cash Advance) at the time of the Cash Advance. Your Account may be in credit if, for example, you have previously paid more off your Account than you owe.

### **4.4 Interest on Promotional Offers**

We may provide you with Promotional Offers from time to time across the following Transactions:

- Purchases;
- Cash Advances; and
- Balance Transfers

The amount of any Transaction the subject of a Promotional Offer is part of the relevant Promotional Offer Balance.

As part of a Promotional Offer, we may offer a Promotional Interest rate from time to time. Offering a Promotional Interest Rate will be at our sole discretion and can be withdrawn at any time, prior to that Promotional Offer being accepted. Where a Promotional Offer is made, we will provide you with information about any terms of the Promotional Offer, including the Promotional Interest Rate, on our website or when you ask.

The Promotional Interest Rate that applies under a Promotional Offer may differ to the standard interest rate that applies to a Transaction. That Promotional Interest Rate will apply to the relevant Transaction for the Promotional Interest Rate Period. At the end of a Promotional Interest Rate Period, any outstanding balance (including interest) in relation to Transactions the subject of the Promotional Offer will revert to the applicable Purchase Rate or Cash Advance Rate depending upon the nature of the Transactions.

### **4.5 Interest on Balance Transfers**

A Balance Transfer will always attract interest from the date it is debited (although the interest rate may be, for example, 0% if a Promotional Offer with a Promotional Interest Rate of 0% applies). Regardless of whether you have an interest free period under 4.2, Interest will continue to be charged on the outstanding Balance Transfer Balance until you pay off the Balance Transfer Balance in full.

### **4.6 Interest on credit balances**

No interest will be paid to you on credit balances on your Account.

## **5. Fees and Charges**

The fees which we charge to your Account are specified in the Schedule. We may vary our fees, or impose new fees, from time to time. We will notify you if we do so (see 6.3). You can also find the current fees in our 'Credit Card Schedule of Fees' which is available on our website or at any CUA branch.

Enforcement expenses may become payable under this Agreement in the event of a breach. You must pay any reasonable enforcement expenses reasonably incurred or expended by us in enforcing this Agreement. These enforcement expenses may extend to those reasonably incurred by the use of our staff and facilities. Enforcement expenses may be debited to your Account, appear on your statement and be included in the Closing Balance.

You must also pay an amount equal to any government charges and duties on receipts or withdrawals charged upon the use of a Card or upon Transactions on your Account or both, calculated in accordance with the relevant legislation. Government charges and duties will be debited to your Account, appear on your statement and be included in the Closing Balance.

We may waive or defer the payment of any Fees and Charges.

In some instances, third parties (e.g. merchants) may impose a fee for use of your, and any Additional Cardholder's, Card and this is outside of our control.

## 6. Our rights

### 6.1 The right to suspend your Account or not process a Transaction

We may suspend your Account or not process a Transaction at any time without notice whenever it is reasonably necessary to protect our Legitimate Interests. Examples of when we may do this include, but are not limited to:

- If you are in default under this Agreement or another facility that you have with us,
- To protect you, or us, from fraud or other losses
- To manage regulatory risk or comply with regulatory requirements

### 6.2 The right to change your Agreement

We may change:

- the Minimum Monthly Payment amount
- any interest rate
- Fees and Charges (including imposing new Fees and Charges)

- any other provisions of the Agreement.

If you are not happy with any changes we make, you are able to terminate your Agreement with us by notifying us at any time and by paying the outstanding balance along with any interest and Fees and Charges.

### 6.3 Notifying changes we make

The table below sets out when and how we will notify you of any change to the Agreement.

Type of change	Notice	Notice Method
Introducing a new, or changing an existing, Fee and Charge	20 days	In writing
Changing interest rates	No later than the day of the change	In writing or by advertising in the national or local media
Changing the method by which interest is calculated	20 days	In writing
Changing the circumstances when interest is debited to your Account	20 days	In writing
Reducing, cancelling or suspending your Credit Limit	As soon as is practical. No notice is required if you are in default	In writing

Changing your Minimum Monthly Payment (including how it is calculated)	20 days.	In writing
Changing any of the limits referred to in 2.4	20 days	In writing
Changing any other term or condition of the Agreement	20 days	In writing

Where we notify you by national or local media we will confirm the change in your next statement. We are not required to provide advance notice of any change to you which reduces your obligations or extends the time for payment under the Agreement and we will notify you before or when the next account statement is sent to you after the change takes effect.

## 7. Unauthorised Transactions

You, or any Additional Cardholder, should follow the guidelines below to protect against unauthorised use of the Card and PIN. These guidelines provide examples of security measures only and will not determine liability for any losses resulting from unauthorised ePayments. Liability for such Transactions will be determined in accordance with this clause and the ePayments Code.

### **Important information you and any Additional Cardholder needs to know before using the Card to make electronic payments**

- Sign the Card as soon as you receive it.
- Each User should familiarise themselves with the obligations to keep the Card and PIN secure.

- Each User should familiarise themselves with the steps to take to report loss or theft of the Card or to report unauthorised use of the Card, BPAY, Telephone Banking, Mobile Banking or Online Banking.
- A User should not select a PIN which represents their birth date or a recognisable part of their name.
- Never write the PIN on the Card.
- Never write the PIN on anything which is kept with or near the Card.
- Never lend the Card to anybody.
- Never tell or show the PIN to another person – including to a family member or friend.
- Use care to prevent anyone seeing the PIN being entered on a Device.
- Keep a record of the Card number and the Card Hotline telephone number for your area with your usual list of emergency telephone numbers.
- Check your statements regularly for any unauthorised use.
- Immediately notify us when you change your address.
- ALWAYS access the Telephone Banking, Mobile Banking or Online Banking service only using the OFFICIAL phone numbers and URL addresses.
- ALWAYS REJECT any request to provide or to confirm details of your PIN. We will NEVER ask you to provide us with these details.

**If you or any Additional Cardholder fails to ensure the security of the Card, access to Electronic Banking Facility and PIN, you may increase your liability for unauthorised transactions. See clause 3.6 – 3.9 for further information about unauthorised transactions.**

Where more than one PIN is required to perform a Transaction; and we prove that a User breached the PIN security requirements in section 7.1 for one or more of the required PINs,

but not all of the required PINs, you are liable under section 3.7 only if we also prove on the balance of probability that the breach of the PIN security requirements under section 7.1 was more than 50% responsible for the losses, when assessed together with all the contributing causes.

From time to time, we may also issue a User with a One Time Password to enable the making of an online Purchase. A User must not disclose the One Time Password to anyone apart from using it for the purpose of making the Purchase. Where a User is required to use a One Time Password together with a PIN, the security requirements will apply to that One Time Password as relevant.

### **7.1 PIN security requirements**

Where a PIN is needed to perform a Transaction, a User must not:

- voluntarily disclose a PIN to anyone, including a family member or friend;
- where a Card is also needed to perform a Transaction, write or record a PIN on a Device, or keep a record of the PIN on anything:
  - carried with a Card;
  - liable to loss or theft simultaneously with a Card unless the User makes a reasonable attempt to protect the security of the PIN;
- where a Card is not needed to perform a Transaction, keep a written record of all PINs required to perform Transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the PIN.

A reasonable attempt to protect the security of a PIN record includes making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, including by:

- hiding or disguising the PIN record among other records;

- hiding or disguising the PIN record in a place where a PIN record would not be expected to be found;
- keeping a record of the PIN record in a securely locked container;
- preventing unauthorised access to an electronically stored record of the PIN record.

This list is not exhaustive.

A User must not select a numeric PIN that represents their birth date, or an alphabetical pass code that is a recognisable part of their name, if we have:

- specifically instructed the User not to do so;
- warned the User of the consequences of doing so.

## **8. Network arrangements**

We must not avoid any obligation owed to you on the basis that:

- we are a party to a shared electronic payments network;
- another party to the network caused the failure to meet the obligation.

We must not require you to:

- raise a complaint or dispute about the processing of a Transaction with any other party to a shared electronic payments network;
- have a complaint or dispute investigated by any other party to a shared electronic payments network.

## **9. MasterCard® SecureCode terms and conditions**

### **9.1 Accepting MasterCard® SecureCode terms and conditions**

The MasterCard® SecureCode service (“SecureCode”) is designed to provide you with improved security when a Card is used to make Purchases online. By completing or attempting to complete a SecureCode Transaction, you are deemed to accept the terms and conditions in this clause 9.

In this clause 9, “participating online merchant” means a retailer or merchant who offers goods or services for sale online, who is a participant in SecureCode.

## **9.2 Using the SecureCode service**

You may use SecureCode to make Purchases online. However, the SecureCode service may only be available in connection with participating online merchants.

When making an online Purchase or other Transaction for which SecureCode applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.

If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept the Card or payment for that Transaction and you may be unable to complete an online Transaction using the Card.

In order to use SecureCode, you must have the equipment and software necessary to make a connection to the internet.

In the event you have a question regarding the authentication process or a Transaction using the Card, you should contact us.

Additional Cardholders may use the SecureCode service, but may be required to confirm their identity using your Account details.

## **9.3 Termination by SecureCode**

We may discontinue, terminate or suspend (permanently or temporarily) the SecureCode service, or any part of the SecureCode service, without giving you prior notice. We may also change any aspect or functionality of the d SecureCode service at any time without giving you prior notice.

## **9.4 Participating online merchant**

You will know that an online merchant is a participating online merchant because you will see the SecureCode logo and you may be asked to verify your identity before completing an online transaction with that merchant.

We do not endorse or recommend in any way any participating online merchant.

Your correspondence or business dealings with, or participation in promotions of, online stores through SecureCode, including payment for and delivery of related goods or services not purchased via SecureCode, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store’s goods, services, acts or omissions.

## **9.5 Exclusion of liabilities**

Subject to any warranty which is imported into these terms and conditions by law and which cannot be excluded, the SecureCode service is provided by us “as is” without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non infringement.

We will not be liable for any damages whatsoever arising out of or in relation to:

- your use of or access to (or inability to use or access) the SecureCode services; or
- any other failure of performance, error,

omission, interruption or defect, or any loss or delay in transmission or a Transaction.

If you are dissatisfied with any aspect of the SecureCode service, your sole and exclusive remedy is to terminate participation in the SecureCode transaction or service.

## 9.6 Your conduct

Whilst using the SecureCode service and our internet banking services, you agree not to:

- impersonate any person or entity using the SecureCode authentication process;
- upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the SecureCode service or by us;
- spam or flood our internet banking service and the SecureCode service;
- modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the SecureCode service;
- remove any copyright, trademark, or other proprietary rights notices contained in the SecureCode service;
- 'frame' or 'mirror' any part of the SecureCode service without our prior written authorisation;
- use any robot, spider, site search/retrieval application, or other manual or automatic Device or process to retrieve, index, 'data mine', or in any way reproduce or circumvent the navigational structure or presentation of the SecureCode service;
- otherwise interfere with, or disrupt the SecureCode service or our internet banking services or servers or networks connected to us or the SecureCode service or violate these terms and conditions or any requirements, procedures, policies or regulations in relation to the SecureCode service; or

- intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the SecureCode service.

## 10. Other things you should know

### 10.1 No Security

We agree not to rely on, or to enforce as, security for your obligations under this Agreement:

- any security which we may hold from you; or
- any other security or guarantee which we may hold from any other person in relation to your obligations.

You acknowledge that this Agreement by us does not vary the terms or affect the enforceability of that security or guarantee.

### 10.2 Card reissue and replacement

We may issue a new Card to you, or any Additional Cardholder, provided you have not previously requested us not to do so. If a Card becomes faulty or damaged, you or any Additional Cardholder may order a replacement Card at any CUA branch or by calling us on the number listed under the 'How to Contact Us' section of these Conditions of Use. All such Cards are subject to the Agreement.

We also reserve the right not to reissue a Card to you or any Additional Cardholder.

### 10.3 Service disruption

There may be times when your Account or a Card may not be able to be used, for example our systems may be down or faulty, or merchants or ATM providers may not accept a Card. We are not liable to you in relation to any such service disruption.

### 10.4 Account information displayed in Online Banking and Mobile Banking

The following information relating to your Account will be available to you and any

Additional Cardholder within Online Banking and Mobile Banking:

- Account balances
- Transaction history
- other Account details

Account balances and Transactions displayed in Online Banking and Mobile Banking will be generally as at the previous business day.

### **10.5 Reading Down and Severance**

- (a) If apart from this clause, the application of a mandatory law or code would apply to a particular part of this Agreement so that it would make that part of the Agreement void, unenforceable or in breach of a law or code, then the relevant part of the Agreement will be:
- read down; and
  - construed as if it were varied so we are not required or permitted to apply or rely on that part of the Agreement in a way that is inconsistent with that law or code.
- (b) Paragraph (a) prevails over any other part of this Agreement;
- (c) If, despite this clause, any part of this Agreement is void, unenforceable or remains in breach of a law or code referred to in (a), then that part of the Agreement will be treated as ineffective and severed to the extent only that that part of the Agreement is void, unenforceable or in breach but without invalidating the other parts of this Agreement.

### **10.6 Exercise of Discretion**

Where this Agreement confers a discretion on us, we will exercise that discretion reasonably.

### **10.7 Governing Law and Jurisdiction**

This Agreement is governed by the laws of Queensland. You agree to submit to the jurisdiction of the courts of Queensland.

### **10.8 Assignment**

We may assign any of our rights under this Agreement. We do not need your consent to do so. You also consent to us providing information about you and this Agreement to any party who may be interested in taking an interest in, or an assignment of, our rights under this Agreement.

### **10.9 Short Message Service (SMS) and Email for Card and Security**

By providing a mobile phone number or email address, you agree that we may send SMS or email messages to your nominated mobile phone or email account for security purposes, including to verify or seek further information about Transactions on your Account. We are not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS or email messages.

### **10.10 Right to Combine Accounts**

We can combine the total outstanding debits or credits under two or more of your accounts with us, even if the accounts are not both credit card accounts or if they are held at different branches. This may happen when one of your accounts is overdrawn, overlimit or is in debit and another is in credit. This means, for example, that the credit in one account can be used to repay all or part of the outstanding balance on another account (for example, the Account). We will promptly inform you if we combine any of your accounts. We do not need to give notice in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

### **10.11 Events beyond our control**

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under the Agreement, for failure to observe or perform any of our obligations under the Agreement for any reason or cause which could not, with reasonable diligence, be controlled or prevented by us, including acts of God, acts of nature, acts



of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

### **10.12 Waiver**

Waiver by us of any rights arising from a breach of the terms of the Agreement or of any rights or powers arising under the Agreement must be in writing signed by us. A failure or delay by us in exercise, or partial exercise, of a right or power under the Agreement does not result in a waiver of that right or power. You may not rely on any conduct, representation or statement by us or our employees as a defence to the exercise of a right or power conferred on us by the Agreement. This provision may not itself be waived except by us in writing.

### **10.13 Reward Program, Concierge Arrangements and Insurance terms and conditions**

Please note that separate terms and conditions govern any reward programs, concierge arrangements and insurance offers affiliated with this Agreement. Please refer to those terms and conditions to find out more about such rewards programs, concierge arrangements and insurance offers.

### **10.14 Taxes**

Unless otherwise specified, any amount payable by you under this Agreement is exclusive of GST. If we make a taxable supply to you under this Agreement, we may debit from your Account, in addition to the amount payable, an amount equal to the GST payable on that taxable supply.

Any Taxes or other charges incurred in relation to your Account will be payable by you, and CUA will debit an amount equivalent to any such Taxes from your credit card account.

### **10.15 Anti-Money Laundering and Counter-Terrorism Financing Obligations**

You should be aware that in order for us to meet our regulatory and compliance obligations:

- Transactions and payments may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of another country). Where Transactions or payments are delayed, blocked, frozen or refused, CUA and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with a Card or your Account;
- We may from time to time require additional information from you or an Additional Cardholder to assist us in the above compliance process; and
- Where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other financial institutions and banks, related entities of CUA, service providers or to other third parties.

You provide CUA the following undertakings and indemnify CUA against any potential losses arising from any breach by you or an Additional Cardholder of such undertakings.

- you or any Additional Cardholder will not initiate, engage or effect a Transaction or payment that may be a breach of Australian law or sanctions (or the law or sanctions of any other country); and
- the underlying activity for which a Card and your Account is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

### **10.16 Security of Cardholder Data**

We are responsible for the security of cardholder data (as defined in the Payment Card Industry (PCI) Data Security Standard) that we possess, or otherwise store, process or transmit on behalf of you or an Additional Cardholder.

## 11 Codes of conduct

### 11.1 Customer Owned Banking Code of Practice

The relevant provisions of the Customer Owned Code of Practice (as varied from time to time) apply to this Agreement.

### 11.2 ePayments Code

We will comply with the ePayments Code to the extent it is applicable.

## 12 Privacy

### 12.1 How we collect your personal information

We may collect your personal information from you and third parties, including your employer. In relation to any application for credit, personal information includes credit information and credit eligibility information and the third parties from whom we collect your information may include credit reporting bodies and other credit providers.

### 12.2 Why we collect your personal information

We use your personal information to provide you with the services requested including identifying you and conducting appropriate checks; setting up and administering our products; assessing your credit worthiness; managing complaints and disputes; conducting related rewards and insurance programs; performing tasks in connection with purchasing or funding products provided to borrowers; help you avoid defaulting on your credit obligations; notifying you of any defaults; and collecting overdue payments.

We also use your personal information for other purposes including keeping you informed about the products and services issued or distributed by the CUA Group, and undertaking research and development of CUA Group products and services.

The CUA Group is comprised of Credit Union Australia Limited, CUA Health Limited, CUA

Financial Planning Pty Ltd and Credicorp Insurance Pty Ltd.

We are also required under laws including anti-money laundering legislation and the National Consumer Credit Protection Act to collect certain personal information about you before we can provide some of our products and services.

If you and/or relevant third parties do not provide us with all of the information that we request, we may be unable to provide a product or service.

### 12.3 Other entities with which we share your personal information

We may disclose your personal information to third parties including:

- our agents, assignees and contractors;
- service providers such as organisations which we use to verify your identity, IT software and/or support providers, organisations involved with our rewards programs, mailing houses, research consultants, accountants, lawyers and auditors;
- government agencies such as taxation authorities, police, Centrelink and AUSTRAC as required or authorised by law;
- courts and external dispute resolution schemes; and
- other companies within the CUA Group.

We also disclose your personal information to other third parties, including credit reporting bodies and other credit providers; managers and funding providers for securitisation purposes; insurers; organisations involved with our rewards programs; and debt collection agencies. Some of our service providers to which we disclose your personal information are located overseas. Please refer to the CUA Group APP Privacy & Credit Information Policy for a list of the countries where they are located.

## 12.4 Exchanging and obtaining information

For the purposes of assessing an application and in relation to the subsequent provision of credit (including collecting overdue payments in relation to credit provided and assisting you to avoid defaulting on your obligations in relation to consumer credit provided to you), by making an application, you consented, subject to the restrictions under the Privacy Act, to CUA:

- receiving from and disclosing to credit reporting bodies and other credit providers your personal information (including credit reporting information, credit information and credit eligibility information);
- obtaining a report containing information about your commercial activities or commercial credit worthiness, from a business which provides such information;
- obtaining employment income details from any employer or tax agent.

## 12.5 Our privacy policy

More information about how we handle your personal information (including your credit information and credit eligibility information) is in the CUA Group APP Privacy & Credit Information Policy, available at [www.cua.com.au](http://www.cua.com.au) or in hard copy upon request. This policy contains information about:

- how you can access personal information that we hold about you;
- what to do if you think personal information we hold about you (including information in a credit report we obtained) is inaccurate or incomplete;
- credit reporting, including the name and contact details of the credit reporting bodies to which we disclose your personal information, the types of personal information we disclose and your rights in relation to that personal information; and
- what to do if you believe that we have breached the Privacy Act, Australian Privacy Principles or the Privacy (Credit Reporting)

Code, and how we will handle your complaint.

If you have any queries regarding our Privacy Policy, please contact us at:

### Privacy Dispute Officer

Email: [privacydisputes@cua.com.au](mailto:privacydisputes@cua.com.au)  
GPO Box 100, Brisbane QLD 4001

## 13. Definitions and interpretations

'Account'	means the account we set up to record transactions under your Agreement with us
'Activation'	means activating a Card under 2.2
'Additional Card'	a Card issued to any Additional Cardholder
'Additional Cardholder'	means a person authorised by you to be issued with a Card and transact on your Account
'Agreement'	means these Conditions of Use together with your Offer and Credit Card Contract (as varied from time to time)
'ATM'	means automatic teller machine.
'Balance Transfer'	means where funds are credited to another account (for example, a credit, charge or store card account) held by you or a third party and includes the amount of such funds (and any related amount charged by the recipient of the funds in connection with the crediting of the funds).

'Balance Transfer Balance'

means that part of the Closing Balance that relates to:

- Balance Transfers;
- interest charges applicable to Balance Transfers; and
- any other component of the Closing Balance we designate as part of the Balance Transfer Balance as notified to you from time to time.

'Business Day' means a day other than a Saturday or Sunday or a day gazetted as a public holiday throughout Australia

'Card'

means a credit card (including any replacement or substitute card) issued by us to you or to any Additional Cardholder in relation to the Agreement

'Cash Advance'

means any money we lend you under the Agreement, except a Purchase or Balance Transfer. Cash Advances may include:

- ATM withdrawals
- Items we consider equivalent to cash such as traveller's cheques (including any related fees).

'Cash Advance Balance'

means that part of the Closing Balance that relates to:

- Cash Advances;
- Cash Advance Fees;
- interest charges applicable to Cash Advances and Cash Advance Fees; and
- any other component of the Closing Balance we designate as part of the Cash Advance Balance as notified to you from time to time.

'Cash Advance Rate'

means the Cash Advance Rate specified in the Schedule (as varied by us from time to time).

'Chargebacks'

has the meaning given in 3.8

'Chip'

means the electronic microchip embedded in a Card.

'Closing Balance'

means the amount shown on a statement as the closing balance for that statement, and is the amount you owe us under this Agreement on the Closing Date for the Statement Period

'Closing Date'

means the date shown on a statement as the last day of the Statement Period for that statement.

'Contactless Purchase'

means a method of authorising Purchases by waving or tapping a Card (which is capable of making a Contactless Purchase) in front of a Contactless Reader and without having to insert or swipe the Card.

'Contactless Reader' means an electronic Device at a merchant which can be used to make a Contactless Purchase.

'Credit Limit' means the Credit Limit specified in the Schedule (as varied from time to time).

'Device' means a device that a User uses to perform a Transaction.

'Due Date' means the date identified as such in the relevant statement

'ePayments Code' means the ePayments Code published by ASIC, a copy of which is available at [www.asic.gov.au](http://www.asic.gov.au)

'Electronic Banking Facility' means each banking facility available through the internet or by telephone from us and any other electronic banking facility advised to you by us including Contactless Readers.

'Fees and Charges' means fees and charges referred to in 5

'GST' means a goods and services tax, or similar value added tax, levied or imposed under the A New Tax System (Goods and Services Tax) Act 1999 (Cth)

'Interest Rate' means each of the:

- Purchase Rate;
- Cash Advance Rate; and
- relevant Promotional Offer Interest Rate

'Legitimate Interests' includes our legitimate business needs, prudential requirements and/or security requirements (including any reasonable response to material changes to our business or systems).

'MasterCard®' means MasterCard International Incorporated.

'Minimum Monthly Payment' has the meanings in 3.3 and is calculated in the different ways set out in 3.3 depending upon the status of your Account.

'Mobile Banking' means the mobile banking service provided by CUA.

'Multi-Currency Transaction' means a Transaction made in a currency other than Australian dollars with an internationally or Australian-designated merchant, an international ATM or overseas bank.

'Offer and Credit Card Contract' means the document we sent to you on approval which includes the Schedule and some of the key details of the Agreement

'One Time Password' means a unique password that is issued to a User for the purposes of completing a Transaction and which can only be used for that single Transaction.

'Online Banking' means the online banking service provided by CUA.

'Overdue Amount' means, in relation to a Statement Period, any unpaid part of the 'Minimum Monthly Payment' for the statement in relation to any previous Statement Period

'Overlimit Amount' means the amount by which the balance of your Account exceeds your Credit Limit

'PIN' means personal identification number, that is, the code of numbers or letters that are used with a Card through electronic equipment

'Primary Card' the Card issued to you

'Promotional Interest Rate' means the interest rate applying to amounts which are subject to a Promotional Offer

'Promotional Interest Rate Period' means the period of time a Promotional Interest Rate applies to an amount the subject of a Promotional Offer

'Promotional Offer Balance' means that part of the Closing Balance that relates to:

- Transactions the subject of the Promotional Offer;
- interest charges applicable to Transactions the subject of the Promotional Offer; and
- any other component of the Closing Balance we designate as part of the Promotional Balance as notified to you from time to time.

'Promotional Offer' means an offer in relation to a Transaction or Transactions on which we agree to charge a Promotional Interest Rate on the terms set out in the offer. More than one Promotional Offer may apply to your Account at the same time. The terms applicable to a Promotional Offer will appear on our website from time to time or in the Schedule if the Promotional Offer applies to you at the Disclosure Date.

'Purchase' means an amount you or an Additional Cardholder pays a supplier for goods or services using a Card or the Account (other than a Cash Advance or Balance Transfer) including any related amount charged by the supplier in relation to the purchase. This includes setting up regular payments and amounts you or an Additional Cardholder permits someone to charge if certain events occur.

'Purchases Balance' means that part of the Closing Balance that relates to:

- Purchases;
- Fees and Charges (other than any Cash Advance Fees)
- interest charges applicable to Purchases and Fees and Charges (other than Cash Advance Fees); and
- any other component of the Closing Balance we designate as part of the Purchase Balance as notified to you from time to time.

'Purchase Rate'	means the Purchase Rate specified in the Schedule (as varied by us from time to time).
'Scheme'	means the card scheme operated by MasterCard®
'Schedule'	means the Schedule contained in the Offer and Credit Card Contract
'Single Currency Transaction'	means a Purchase made in Australian dollars with an internationally-designated merchant.
'Statement Date'	means the statement date appearing on your statement.
'Statement Period'	means the period specified on a statement for the Account as the Statement Period, and is the period to which the statement relates.
'Taxes'	means any government duties, fees, levies, taxes or withholdings payable in connection with your Account.
'Telephone Banking'	means the telephone banking service provided by CUA.
'Transaction'	means any Purchase, Cash Advance or Balance Transfer
'use'	in relation to a Card means any physical use of the Card, and any notification of the Card number in relation to the Card or the Account (examples include but are not limited to: physical use of the card at an ATM or Contactless Reader, providing the Card number to a merchant by telephone, internet or in a mail order or other authority)

'User'	means you, any Additional Cardholder, and anyone else you authorise to perform Transactions on your Account.
'we, us and CUA'	means Credit Union Australia Limited (ABN 44 087 650 959, Australian Credit License 238317) and any third party to whom we assign our rights under the Account.
'you and your'	means the person in whose name the Account, as set out in the Schedule, has been opened and their successors and assigns.

A reference to a person includes a corporation whether incorporated or not.

Singular includes the plural and vice versa.

Words importing one gender include all other genders.

A reference to any law includes any ordinance, regulation, rule or by-law made under or pursuant to such law and all variations, amendments, consolidations or substitutions of that law from time to time.

A reference to a Clause or Schedule is a reference to a clause or schedule of this Agreement.

Headings are for convenience only and do not affect the interpretation of this Agreement.

Other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

A reference to a party to this Agreement includes that party's executors, administrators, successors and permitted assigns.

## 14. Information Statement

### **Things you should know about your proposed credit contract**

This statement tells you about some of the rights and obligations of yourself and CUA. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact CUA and, if you still have concerns, CUA's external dispute resolution scheme, or get legal advice.

### **The contract**

#### **1 How can I get details of my proposed credit contract?**

CUA must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before—

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

#### **2 How can I get a copy of the final contract?**

If the contract document is to be signed by you and returned to CUA, you must be given a copy to keep. Also, CUA must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if CUA has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to CUA and ask for one. CUA may charge you a fee. CUA has to give you a copy—

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

#### **3 Can I terminate the contract?**

Yes. You can terminate the contract by writing to CUA so long as—

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by CUA has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

#### **4 Can I pay my credit contract out early?**

Yes. Pay CUA the amount required to pay out your credit contract on the day you wish to end your contract.

#### **5 How can I find out the pay out figure?**

You can write to CUA at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

CUA must give you the statement within 7 days after you give your request to CUA. You may be charged a fee for the statement.

#### **6 Will I pay less interest if I pay out my contract early?**

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits CUA to charge one) and other fees.

#### **7 Can my contract be changed by CUA?**

Yes, but only if your contract says so.

#### **8 Will I be told in advance if CUA is going to make a change in the contract?**

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.



- you get 20 days advance written notice for
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by CUA;

except where the change reduces what you have to pay or the change happens automatically under the contract.

## **9 Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to CUA. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact CUA's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. CUA's external dispute resolution provider is the Financial Ombudsman Service and can be contacted at:

Telephone: 1300 780 808  
 Website: [www.fos.org.au](http://www.fos.org.au)  
 Postal address: GPO Box 3  
 Melbourne VIC 3001  
 Australia

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

## **Insurance**

### **10 Do I have to take out insurance?**

CUA can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, CUA can not insist that you use any particular insurance company.

### **11 Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by CUA. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by CUA then, within 14 days of that happening, CUA must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

### **12 If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

### **13 In that case, what happens to the premiums?**

CUA must give you a refund or credit unless the insurance is to be arranged with another insurer.

### **14 What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

## **General**

### **16 What do I do if I can not make a repayment?**

Get in touch with CUA immediately. Discuss the matter and see if you can come to some arrangement. You can ask CUA to change your contract in a number of ways—

- to extend the term of your contract and reduce payments; or

- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

### **17 What if CUA and I can not agree on a suitable arrangement?**

If the CUA refuses your request to change the repayments, you can ask CUA to review this decision if you think it is wrong.

If CUA still refuses your request you can complain to the external dispute resolution scheme that CUA belongs to. Further details about this scheme are set out below in question 19.

### **18 Can CUA take action against me?**

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact CUA's external dispute resolution scheme or ASIC, or get legal advice.

### **19 Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

**If you have any complaints about your credit contract, or want more information, contact CUA. You must attempt to resolve your complaint with CUA before contacting CUA's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to CUA you can contact CUA's external dispute resolution scheme or get legal advice.**

**External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. CUA's external dispute resolution provider is financial ombudsman service and can be contacted at:**

**Telephone: 1300 780 808**  
**Website: [www.fos.org.au](http://www.fos.org.au)**

**Postal address: GPO Box 3  
 Melbourne VIC 3001  
 Australia**

**Please keep this information statement. You may want some information from it at a later date.**

## Credit Guide

This credit guide gives you information about CUA (Credit Union Australia Limited), ABN 44 087 650 959, Australian credit licence: 238317 and our responsible lending obligations.

### **Our responsible lending obligations**

We won't enter into a credit contract, or increase the credit limit of your current credit contract, if it would be unsuitable for you.

A credit contract or increase in credit limit would be unsuitable if, at the time it's entered into, it's likely:

- the contract wouldn't meet your requirements or objectives; or
- you wouldn't be able to comply with your financial obligations under the contract, or could only comply with substantial hardship.

To make sure that we don't enter into a contract that's unsuitable for you, we'll make reasonable enquiries about your requirements and objectives, and verify your financial situation.

We'll then make an assessment that the credit contract or increase in credit limit you've applied for, won't be unsuitable for you.

You can ask us for a copy of this assessment. You can do this before entering into your credit contract or increasing your credit limit - we'll provide it to you as soon as possible after receiving your request (and before you enter into the credit contract or increase your credit limit).

You can also request a copy of our assessment later:

- if requested within 2 years of entering your contract or increasing your credit limit, we'll provide it within 7 business days of receiving your request;
- if requested between 2 - 7 years of entering your contract or increasing your credit limit, we'll provide it within 21 business days of receiving your request.

Please be aware that we won't provide you with a copy of our assessment if we've declined your credit application or increase in credit limit.

We won't charge a fee for providing you with our assessment.

### **What to do if you have a complaint**

We're committed to helping Australians enrich their lives and we're always looking for ways to deliver a better customer experience. However, we realise that things don't always go to plan. Here are some details on how you can raise an issue with us and what to do if you're still not satisfied.

If you have a complaint, the first thing to do is contact us.

- Call us on 133 282
- Drop into your local CUA branch
- Write to us at GPO Box 100 Brisbane QLD 4001

We'll do our best to handle your complaint quickly and sensitively. We'll explain our dispute resolution process and the time frames for handling your complaint. You can also ask for an easy-to-read guide about our dispute resolution process.

If you're dissatisfied with the way we've handled your complaint, you can refer the complaint to external dispute resolution.

### **External dispute resolution**

You're entitled to seek an external review free of charge. We're a member of the external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

Their contact details are:

#### **Financial Ombudsman Service**

GPO Box 3 Melbourne VIC 3001

Ph: 1300 780 808

Fax: 03 9613 6399

Email: [info@fos.org.au](mailto:info@fos.org.au)

Web: [www.fos.org.au](http://www.fos.org.au)

### **How to contact us**

Call CUA on 133 282

Visit [cua.com.au](http://cua.com.au)

Drop into your local branch

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## How to contact us:

 Call CUA on **133 282** or **1300 367 672**

 Visit **[cua.com.au](https://cua.com.au)**

 Drop into your local branch



### **Credit Union Australia Limited**

ABN 44 087 650 959 AFSL and Australian credit licence 238317

Registered Office:

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